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18 of himself and classes of those similarly situated

19 UNITED STATES DISTRICT COURT  
20 NORTHERN DISTRICT OF CALIFORNIA

21 KEVIN WOODRUFF, on behalf of himself  
and classes of those similarly situated,

22 Plaintiffs,

23 vs.

24 BROADSPECTRUM DOWNSTREAM  
SERVICES, INC., formerly TIMEC  
COMPANY, INC., a corporation,

25 Defendant.

26 CASE NO. 3:14-CV-04105-EMC

27 **[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
CONDITIONAL CERTIFICATION OF  
SETTLEMENT CLASS, PRELIMINARY  
APPROVAL OF SETTLEMENT, AND  
APPROVAL OF CLASS NOTICE AND  
SETTLEMENT ADMINISTRATOR**

28 Date: December 15, 2016  
Time: 1:30 p.m.  
Judge: Hon. Edward M. Chen  
Ctrm.: Courtroom 5 - 17th Floor  
450 Golden Gate Avenue  
San Francisco, CA

1 Plaintiff's Motion for Preliminary Approval of the Class Action Settlement came  
 2 before this Court on December 15, 2016, the Honorable Edward M. Chen presiding. The Court,  
     and for the reasons stated on the record,  
 3 having considered the papers submitted in support of the application of the parties,<sup>^HEREBY</sup>  
 4 ORDERS THE FOLLOWING:

5         1. The Court grants preliminary approval of the Settlement and the Settlement  
 6 Class based upon the terms set forth in the Amended Stipulation and Agreement of Compromise and  
 7 Settlement ("Settlement Agreement"), attached to the Supplemental Declaration of John T. Mullan  
 8 as **Exhibit 1**. The Settlement appears to be fair, adequate, and reasonable to the Class.

9         2. The Settlement falls within the range of reasonableness and appears to be  
 10 valid, subject only to any objections that may be raised at the final fairness hearing and final  
 11 approval by this Court. The Court finds and concludes that the Settlement is the result of arms-  
 12 length negotiations between the parties conducted after Class Counsel had adequately investigated  
 13 Plaintiff's claims and become familiar with their strengths and weaknesses. The assistance of an  
 14 experienced mediator in the settlement process further confirms that the Settlement is non-collusive.  
 15 The Court further finds that the settlement of Plaintiff's representative claims under the California  
 16 Private Attorneys General Act (Cal. Labor Code §2698 *et seq.*) is fair and reasonable and is  
 17 approved.

18         3. A final fairness hearing on the question of whether the proposed Settlement,  
 19 attorneys' fees and costs to Class Counsel, appointment of a Claims Administrator and the Class  
 20 Representative's incentive payments should be finally approved as fair, reasonable, and adequate as  
 21 to the members of the Class is scheduled for May 4, 2017, at 1:30  
 22 p.m., in Courtroom 5 before the Honorable Edward M. Chen.

23         4. The Court approves, as to form and content, the Notice of Class Action  
 24 Settlement ("Notice") attached to the Supplemental Declaration of John T. Mullan as **Exhibit A-1**.  
 25 The proposed Notice is the best notice practicable under the circumstances and allows Class  
 26 Members a full and fair opportunity to consider the Settlement, and decide whether or not to object  
 27 or opt out. The Class Notice fairly, plainly, accurately, and reasonably informs Class Members of:  
 28 (1) appropriate information about the nature of this action, the identity of Class Counsel, and the

1 essential terms of the Settlement, including the plan of distribution; (2) appropriate information  
2 about Plaintiff's forthcoming application for a service payment for the Class Representative and  
3 Class Counsel's application for Attorney's Fees and Costs; (3) appropriate information about this  
4 Court's procedures for final approval of the Settlement, and about Class Members' right to appear  
5 through counsel if they desire; (4) appropriate information about how to object to the settlement, if  
6 they so choose; (5) appropriate information about how to elect not to participate in the Settlement, if  
7 a Class Member wishes not to participate; and (6) appropriate instructions as to how to obtain  
8 additional information regarding this action and the Settlement.

9           5. The Court directs the mailing of the Notice and the Claim Form by first-class  
10 mail to the Class Members in accordance with the Implementation Schedule set forth below. The  
11 Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the  
12 Implementation Schedule, meet the requirements of due process and provide the best notice  
13 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
14 entitled thereto.

15           6. It is ordered that the Settlement Class is preliminarily certified for settlement  
16 purposes only under Federal Rule of Civil Procedure 23. The Court hereby finds and concludes that  
17 the Settlement Class satisfies the requirements for certification under Rules 23(a) and (b)(3) of the  
18 Federal Rules of Civil Procedure for purposes of settlement only. Because certification of the Class  
19 is proposed in the context of a settlement, the Court need not inquire whether the case, if tried as a  
20 class action, would present intractable management problems. Accordingly, the Court hereby  
21 conditionally certifies the Class under Rule 23(a) and (b)(3) for purposes of the proposed settlement

22           7. The Court confirms the Law Offices of Rudy, Exelrod, Zieff & Lowe, L.L.P.  
23 and the Leigh Law Group as Class Counsel for purposes of settlement only. In making this  
24 appointment, the Court has considered that Class Counsel has performed extensive work to date in  
25 identifying and investigating potential claims in the action; that Class Counsel has extensive  
26 experience in handling class actions and the types of claims asserted in this action; that Class  
27 Counsel is very knowledgeable of the applicable law; and that Class Counsel have committed and  
28 will continue to commit adequate resources to representing the Class.

1           8.     The Court hereby appoints Kevin Woodruff as Class Representative.

2           9.     The Court confirms Rust Consulting as the Claims Administrator.

3           10.    The Court enjoins any Class Member, whether acting directly or in a  
4 representative capacity, or in any other capacity, and whether or not any such Class Member has  
5 appeared in the litigation, from asserting, instituting or prosecuting in any court or governmental  
6 agency or as a grievance under the Collective Bargaining Agreement, any claims released in the  
7 Settlement against Defendant or any other parties released by the Settlement, unless the Class  
8 Member has sent a timely exclusion notice opting out of the Settlement. Provided, however, that all  
9 Class Members who worked in a Class position at any time since September 10, 2010, including  
10 those who sent in a timely exclusion notice, are enjoined from pursuing Private Attorneys General  
11 Act (“PAGA” Cal. Labor Code §2698 *et seq.*) claims, until further notice. Provided, also, that this  
12 injunction shall be only in effect until the Court makes a ruling on Final Approval of the Settlement.  
13 This injunction does not apply to any Fair Labor Standards Act (“FLSA” 29 U.S.C. § 201 *et seq.*)  
14 claims of Class Members.

15          11.    The Court orders the following Implementation Schedule for further  
16 proceedings:

17 EVENT

TIME

18          Defendant provides Claims Administrator with  
19 List of Class Members’ names, last known  
20 address, Social Security Numbers, maintenance  
21 and/or turnaround weeks worked (separately) from  
September 10, 2010 through the last payroll period  
immediately preceding the date of Preliminary  
Approval. Defendant provides the same  
information to Defendant’s and Class Counsel  
22 except it does not provide Class Counsel with  
Class Members’ Social Security Numbers.

23          20 days after Preliminary Approval

24          Deadline for Claims Administrator to Mail the  
Notice to Class Members.

25          30 Days after receiving Class Member data  
from Defendant.

26          Deadline for Class Members (Postmark) to  
Request Exclusion from the Class (opt out), serve  
written objections to the Settlement and submit  
any objections or corrections to their reported  
27 maintenance and turnaround weeks worked, along  
with any evidence to the Claims Administrator if  
they disagree with the information reported on

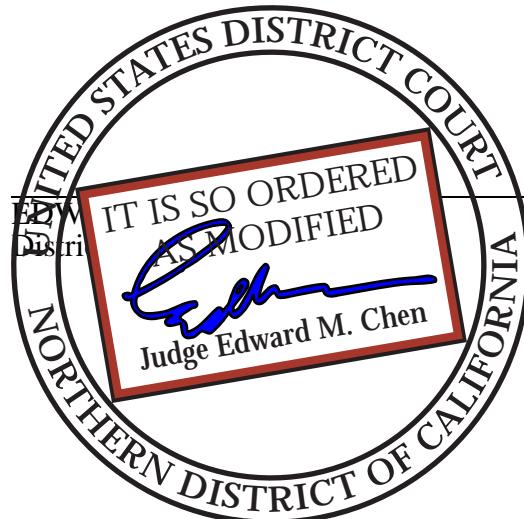
28          60 Days after Notice of Proposed Class Action  
Settlement is mailed by the Claims  
Administrator to Class Members.

1 <u>EVENT</u>	2 <u>TIME</u>
their Class Notice.	
Deadline for Class Counsel to file Motion for Attorney's Fees and Costs.	21 days after Preliminary Approval of the Settlement.
Deadline for Class Counsel to file Motion for Final Approval of the Settlement.	Five weeks prior to the Final Fairness (Approval) Hearing date.
Final Fairness Hearing (Final Approval) Hearing and Hearing on Class Counsel's Motion for Attorney's Fees and Costs.	May 4 _____, 2017.

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9                12. This Order is in effect until further notice and is subject to modification at the  
10                Final Approval Hearing, or before.

11                IT IS SO ORDERED.

12                DATED: 12/19, 2016



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